

## SCHEDULE 26 – PRIORITY SERVICE TERMS AND CONDITIONS

### 1 Introduction

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- 1.1 These special service terms and conditions are supplementary to the Australia Post Terms and Conditions and to the extent that any aspect of this special service is not expressly included herein, the Australia Post Terms and Conditions apply.
- 1.2 Subject to clause 3.1, these special service terms and conditions apply when:
  - 1.2.1 a customer purchases a priority label from an Australia Post retail outlet, Australia Post authorised vending machines and the Australia Post Online Shop; and
  - 1.2.2 the customer pays the fee, charge, premium, rate or price charged by Australia Post for the priority label.

### 2 Interpretation

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- 2.1 Except as where expressly defined, all words and phrases used in this Agreement shall have the same meaning if any, given to them in the *Australian Postal Corporation Act 1989* and in the Australia Post Terms and Conditions provided, however, that where there is any inconsistency the meaning shall be as defined in this Agreement to the extent of that inconsistency.
- 2.2 In these terms and conditions unless the contrary intention appears:
  - 2.2.1 where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have a corresponding meaning;
  - 2.2.2 words importing a gender include any other gender; and
  - 2.2.3 words in the singular number include the plural and words in the plural number include the singular.
- 2.3 "**agreement**" means an agreement between Australia Post and a customer pursuant to clause 1.2.
- 2.4 "**priority delivery timetable**" means the timetable of the service between specified places which is published by Australia Post from time to time.
- 2.5 "**priority label**" means the priority label sold by Australia Post that when appended to a small or large letter together with a postage stamp provides payment for delivery of that letter in accordance with the priority delivery timetable.
- 2.6 "**service**" means the Priority Service for domestic carriage of small or large letters, which is a special service that Australia Post provides for delivery of letters, on a non-guaranteed basis, according to the priority delivery timetable .
- 2.7 "**small letter**" means an article for carriage within Australia that:
  - 2.7.1 weighs not more than 250 grams;
  - 2.7.2 is not more than 5mm thick; and
  - 2.7.3 its other two dimensions form a rectangle:
    - (i) two of those sides are not more than 130mm long; and

- (ii) the longer sides of which are not more than 240mm long;
- (iii) and for all other purposes means a standard letter.

### **3 Conditions of Service**

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- 3.1 An article may be carried by the service provided it:
  - 3.1.1 complies with the dimensions and weight requirements for either a small or large letter;
  - 3.1.2 has a priority label in addition to a postage stamp; and
  - 3.1.3 it is for delivery within Australia.

### **4 Lodgement label**

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- 4.1 Where an article is lodged for carriage by the priority delivery timetable the customer must affix a priority label (in addition to a postage stamp).

### **5 Priority articles in community, locked and private mail bags**

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- 5.1 A letter carried to the priority delivery timetable may be delivered through a community bag service, locked bag service or a private mail bag service.

### **6 Rates and charges**

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- 6.1 The customer shall pay to Australia Post the postal charges for the provision of the service as determined by Australia Post.

### **7 Limitation of Liability Release and Indemnity**

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- 7.1 Subject to clause 7.2 and Australia Post Terms and Conditions, Australia Post shall not be liable to any person (whether in contract, tort or otherwise) for any loss or damage suffered, or that may be suffered, as a result of any act or omission, whether negligent or otherwise, by or on behalf of Australia Post in relation to the provision of the service, or any other matter or thing relating to this Agreement.
- 7.2 To the extent permitted by law, Australia Post expressly disclaims all conditions and warranties, express or implied, in respect of the service and the carriage of letters pursuant to this Agreement. Where the law precludes such exclusion and implies certain conditions and warranties into this Agreement, the liability of Australia Post for breach of such condition or warranty shall be limited, if legally permissible, to:
  - 7.2.1 supplying the service again; or
  - 7.2.2 payment of the cost of having the service supplied again.
- 7.3 To the extent permitted by law, the customer shall release and indemnify Australia Post against any loss or damage whatsoever which Australia Post may suffer as a result of any action, proceeding, claim, demand or prosecution arising from the provision of the service.

## **8 Force Majeure**

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- 8.1 Australia Post shall not be in default under the terms of this Agreement nor liable for failure to observe or perform in accordance with any provision of this Agreement for any reason or cause which could not with reasonable diligence be controlled or prevented by it, including without limitation, war, insurrection, riot, civil commotion, strikes, lock-outs, labour or industrial disputes, acts of God, acts of Governments or flood, storm, tempest, power shortages or power failure, inability to obtain sufficient labour, raw materials, fuel or utilities. During the period of an incident or incidents of "Force Majeure" this Agreement shall be suspended and delivery will recommence after the incident or incidents of "Force Majeure" end.

## **9 Merger**

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- 9.1 All the rights, immunities and limitations of liability in this Agreement shall continue to have their full force and effect in all circumstances notwithstanding any breach of contract or of any conditions hereof by Australia Post.

## **10 Conditions of Carriage**

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- 10.1 This Agreement shall not constitute or imply any agreement between Australia Post and the customer (or any undertaking or obligation whatsoever on the part of Australia Post) with respect of the carriage of any postal article. The *Australian Postal Corporation Act 1989*, the Regulations and the Australia Post Terms and Conditions and other written instructions published by Australia Post shall apply to the carriage of articles issued pursuant to the service except to the extent that they are inconsistent with this Agreement.

## **11 Law**

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- 11.1 This Agreement is governed by, and shall be construed in accordance with the laws in force in the State of Victoria and the courts and registries of courts in that State shall have jurisdiction in the event of a dispute.

## **12 Whole of Agreement**

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- 12.1 Subject to clause 1.1 this Agreement contains the whole of the agreement between the parties in relation to the special service and any representation or warranty made by either party prior to entering into this Agreement shall have no force or effect unless otherwise stated herein.